



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

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June 29, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

RETENTION OF CONTRACTOR EMPLOYEES FOR SECURITY SERVICE CONTRACTS (ALL AFFECTED) (3 VOTES)

SUBJECT

This recommendation is to approve a policy as directed by your Board on the retention of contractor employees for security service contracts. The policy will require the inclusion of contract provisions regarding the retention of certain qualified security personnel who are providing security services for the County of Los Angeles at County facilities where (1) a contractor providing security services at such County facilities defaults on, or is unable to execute the terms of a security service contract, and (2) due to exigent circumstances, the County is required to continue the provision of security services without conducting a competitive solicitation. The policy was approved by the Audit Committee on May 20, 2010.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and adopt the attached "Retention of Contractor Employees for Security Service Contracts" Policy effective upon Board approval. The Policy will require new security service contracts, and substantive amendments to existing security service contracts, to include security personnel retention provisions.

"To Enrich Lives Through Effective And Caring Service"

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 9, 2009, your Board directed the Chief Executive Officer (CEO) to work with County Counsel and various County departments to develop a countywide policy to address the issues arising out of a situation where a contractor providing security services for Los Angeles County at County buildings and facilities defaults on, or is unable to execute the terms of such a security service contract, and where, due to exigent circumstances, the County is required to continue the provision of such security services without soliciting competitive bids.

FISCAL IMPACT/FINANCING

There is no direct fiscal impact related to the recommended establishment of this Policy.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

New security service contracts, and substantive amendments to existing security service contracts, shall include security personnel retention provisions in a form substantially similar to the language below – This will apply in situations where, due to exigent circumstances stemming from a contractor's default or inability to execute the terms of a security services contract, the County procures security services without conducting a competitive solicitation:

- The Contractor shall offer employment to all Retention Employees who are qualified for such jobs. A "Retention Employee" is an individual who:
(a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; (b) has been employed by a contractor under a predecessor security services contract with the County for at least six months prior to the date of this [Contract][Amendment]; and (c) is, or will be terminated from his or her employment as a result of the County entering into this [Contract] [Amendment].
- The Contractor shall not be required to hire a Retention Employee who:
(a) has been convicted of a crime related to the job or his or her performance; or (b) fails to meet any other County requirement for employees of the Contractor.

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- The Contractor shall not terminate a Retention Employee, except for cause, until the earlier of: (a) the first ninety days of employment under the Contract; or (b) the termination of the Contract. Thereafter, the Contractor may retain a Retention Employee on the same terms and conditions as the Contractor's other employees.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Policy will allow the County to act quickly to maintain security services in the event there is a threatened interruption in contracted services.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:BC:MKZ
FC:JH:ib

Attachment

c: All Department Heads



Los Angeles County
BOARD OF SUPERVISORS POLICY MANUAL

| Policy #: | Title: | Effective Date: |
|-----------|--|-----------------|
| 0.000 | Retention of Contractor Employees for Security Service Contracts | 00/00/00 |

PURPOSE

Requires contract provisions regarding the retention of certain qualified security personnel who are providing security services for Los Angeles County at County buildings and facilities where (1) a contractor providing security services at such County buildings and facilities defaults on, or is unable to execute, the terms of a security service contract, and (2) due to exigent circumstances, the County is required to continue the provision of security services without conducting a competitive solicitation.

REFERENCE

June 9, 2009 Board Order, Agenda Item Numbers 70 and 71

August 11, 2009 Chief Executive Office memo "Security Service Contracts"

POLICY

New security service contracts, and substantive amendments to existing security service contracts, shall include security personnel retention provisions. The following policy language shall be incorporated in substantially similar form into security services solicitations and contracts.

In situations where, due to exigent circumstances stemming from a contractor's default or inability to execute the terms of a security services contract, the County procures security services without conducting a competitive solicitation:

- The Contractor shall offer employment to all Retention Employees who are qualified for such jobs. A "Retention Employee" is an individual who: (a) is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; (b) has been employed by a

contractor under a predecessor security services contract with the County for at least six (6) months prior to the date of this [Contract][Amendment]; and (c) is, or will be terminated from his or her employment as a result of the County entering into this [Contract] [Amendment].

- The Contractor shall not be required to hire a Retention Employee who: (a) has been convicted of a crime related to the job or his or her performance; or (b) fails to meet any other County requirement for employees of the Contractor.
- The Contractor shall not terminate a Retention Employee, except for cause, until the earlier of: (a) the first ninety (90) days of employment under the Contract; or (b) the termination of the Contract. Thereafter, the Contractor may retain a Retention Employee on the same terms and conditions as the Contractor's other employees.

RESPONSIBLE DEPARTMENT

Internal Services Department

County Counsel

Chief Executive Office

DATE ISSUED/SUNSET DATE

Issue Date: March XX, 2010

Sunset Date: March XX, 2014